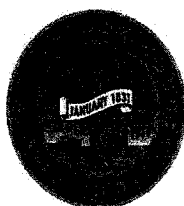


PROFESSIONAL SERVICES AGREEMENT

**VEHICLE LICENSE PRINTING, MAILING, POSTAGE AND
FULFILLMENT SERVICES**

BETWEEN



**COOK COUNTY GOVERNMENT
DEPARTMENT OF REVENUE**

AND

THE DIRECT RESPONSE RESOURCE, INC.

CONTRACT NO. 1630-15287

(BASED ON CITY OF HIGHLAND PARK, IL PROFESSIONAL SERVICES AGREEMENT)

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 6	Electronic Payables Program Form
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement and Execution Document

List of Attachments

Attachment 1 Highland Park Professional Services Agreement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and The Direct Response Resource, Inc., doing business as a(an) Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City of Highland Park, IL solicited a formal Request for Proposals (RFP) procurement selection method for Services, and the Consultant was identified as the qualified and best value provider for the services; and

Whereas, the City of Highland Park, IL approved a Contract on June 13, 2013 for the provision of goods and services by the Consultant for the County relative to Vehicle License Printing, Mailing, Postage and Fulfillment Services for the contract period of June 13, 2013 through September 30, 2017; and

Whereas, the County wishes to leverage the procurement efforts of the City of Highland Park, IL; and

Whereas, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and The Direct Response Resource, Inc., herein after the "Consultant"; and

Whereas, the County, through the Department of Revenue, desires certain similar services of the Consultant; and

Whereas, the Consultant agrees to provide to the County with Vehicle License Printing, Mailing, Postage and Fulfillment Services, incorporated as Exhibit 1, Scope of Services and Price Proposal; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Highland Park, IL Professional Services Agreement as set forth in Exhibit 3, Schedule of Compensation, and incorporated herein by reference; and

Whereas, this Contract shall be effective April 26, 2016 through April 25, 2018. The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for one (1) additional one (1)-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Article 10)c) Contract Amendments; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of **\$149,875.25**. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Consultant to the Using Department when requesting payment. The County shall have the right to examine the books of the Consultant for the purpose of auditing the same with reference to all charges made to the County.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County; and

Whereas, City of Highland Park, IL executed their Professional Services Agreement on June 13, 2013 for the provision of Goods and Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the contract are not a made a part of or incorporated into this Agreement; and

Whereas, Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits & Attachments

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Vehicle Licensing Software
Exhibit 3	Schedule of Compensation
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Attachment 1 Highland Park Professional Services Agreement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the

County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of

competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts

committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Prior to the effective date of this Contract, Contractor, at its cost, shall secure and maintain at all times until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$100,000 each Accident
 - \$100,000 each Employee
 - \$100,000 Policy Limit for Disease

(b) Commercial General Liability

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Crime Coverage**

Contractor shall secure a Crime Insurance policy with limits of not less than \$100,000 per occurrence. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction. The County shall be named as an Additional Insured and Loss Payee as its interests may appear.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) **Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not

disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized

representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional

Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on April 26, 2016 ("**Effective Date**") and continue until April 25, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor SubConsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for to one (1) additional one (1)-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 3 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the

Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the

Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of

the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or

contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a

Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually

incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement,

representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights

and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Department of Revenue
 118 North Clark Street, Room 1160
 Chicago, Illinois 60602
 Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: The Direct Response Resource, Inc.
 3174 Doolittle Drive
 Northbrook, IL 60062
 Attention: Derek Singleton

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

Exhibit 1 Scope of Services

Executive Summary

The Direct Response Resource, Inc. hereinafter referred to as "DRR" or "Consultant" will provide Vehicle License Printing, Mailing, Postage and Fulfillment Services to the Cook County Department of Revenue ("DOR"). The Direct Response Resource, Inc. will manage the information website, programming, printing, mailing portion, remittance processing, data management and fulfillment portion of the Department of Revenue's Vehicle Wheel Tax services project. At DRR we provide our clients with the option of outsourcing the design, printing, data processing, personalization, mailing service and fulfillment portion of their vital mailed business communications.

The Direct Response Resource, Inc. are specialists in consultation and production, resulting in creative managed solutions with the outstanding attention given to quality, detail, accuracy and efficiency. Derek Singleton will be the key contact person managing the project. Other team members include: Dennis Skapates (programmer) and Debbie Volke (mail production).

Benefits of the Vehicle Wheel Tax Services include:

1. Supply nine (9) separate quality control reports to improve the accuracy and quality of County data.
2. Merge up to six (6) vehicles on to one (1) document.
3. DRR will deposit all the checks collected into the County's bank account directly.
4. No special programming is needed from the County. The Consultant has the capability of converting your data in its current format.
5. CASS certified National Change of Address Service (NCOA) address hygiene and resident move out reports.
6. Consultant has the capability to effectively merge the State of Illinois DMV file with the County's in house file with no pre-work needed from the County.
7. Sophisticated duplicate drop procedures.
8. Larger sized outer envelopes with I.D. bar provides for easy identification.
9. Web based vehicle licensing software.

Proposed Solutions

DRR Source of Data and Cleaning

DRR shall create the most in depth and accurate mailing file. This is accomplished by taking DOR's current house file and merging it with the State of Illinois DMV file. Once we determine the perimeters of unincorporated Cook County, we execute a sophisticated duplicate drop procedure. This assures us that we are adding additional addresses that are not on the current input file to the mailing file. In addition, we are adding vehicle records to the mailing file that are not on the input file.

Documents are imaged and a code is printed on each line item which will identify where that record originated from. Either from the in house file or the State's DMV file. This could help you track incremental revenue and assist your people to answer customer

questions.

In addition, we also use a National Change of Address Service (NCOA). What NCOA does is to perform "address hygiene" on each mailing address to conform it to meet postal regulations. This allows us to give you the lowest possible postal discount. Currently, that rate is \$0.391 for pieces that qualify for the 1st class 5-digit automated rate. Also, NCOA provides us with a listing of all the people who have moved out of unincorporated Cook County. We will not mail to these people. But on the other hand, we do not want to lose that address from the mailing file. So if we know who moved into the home we will send them an application with their vehicle information on it. If not, I will send to that address a blank application addressed to "Current Resident". NCOA also provides us with information of people who have moved from one unincorporated Cook County address to a different unincorporated Cook County address. We will also use the same recovery techniques as we do for the people who have moved out of unincorporated Cook County. For these "Current Resident" records we will assign a new "Owner ID" based on a number sequence provided by Cook County.

Finally, NCOA provides us with an error code report that we will use to determine non-deliverable mail.

As a result of our pre-mailing programming utilizing our sophisticated duplicate drop procedures and NCOA, DRR will work to increase County revenue by making mailing very accurate.

Mailing Database Accuracy

DRR will produce a minimum of nine (9) quality control reports to assure that your mailing file is as accurate as possible. You will have the opportunity to review these reports and sample applications prior to mailing. This allows you to delete or add records to the mailing file if necessary. As a result, you will be assured that the before mailing production work was executed flawlessly.

These reports include:

- Customer input file dump report of each output file
- Amount billed by vehicle type
- Records retained, input and State of Illinois DMV file (if applicable)
- Customer move-out of report
- Customer move to another address within the unincorporated area report
- Quantity breakdowns
- Postal breakdown
- Input file detail report
- Mailing file detail report (sort alpha by name and address)
- Any other report suggested by customer

DRR Design of Applications

The design of the application and envelopes will be emailed to you via a PDF proof prior to print production. At which time, you will have an opportunity to make revisions if needed.

There will be two (2) key people working on the project at DRR and we will successfully perform the services by using a Planning Time Schedule. This schedule keeps us all in sink by matching a time line to the activities needed to mail the project out flawlessly.

Method of DRR Production Laser

This type of application is laser printed on one part. This method provides you and the resident with a copy of the application.

DRR will merge up to six (6) vehicles onto one document. In addition, we will match the same surname/address. As a result, the resident will receive one application as compared to several single sheets.

This style offers a laser printed barcode for each record. As a result, it is perfect for internal scanning.

Whatever your product needs are, DRR will match or create a solution specific for your needs.

Second or Third Mailing for Vehicles Not In Compliance

DRR shall make subsequent mailing to the residents not in compliance. That mailing file is originated from DRR. DRR manages the record update service.

DRR Primary and Secondary Customer Service Contact

Derek Singleton – 847 797-1802

Mike Ludwig – 847 498-3993

DRR's Remittance Processing

Upon receipt of the mail, all Cook County remittance envelopes will be segregated and DRR delivers it to DOR data entry department. The following steps will be followed.

- A. The record will be pulled up via a scanning barcode or a unique ID number. The name, address and record information will be verified.
- B. The check number, check date, dollar amount and receipt date will be appended to each record. As a result, the record is now considered paid.
- C. If the dollar amount on the check does not match the billed amount it will be determined why. (i.e. Change in vehicle, sold vehicle, added vehicle, etc.).
- D. If the record has not changed and the remittance does not match the billed amount than these records will be batched and reported to the DOR as a "non-sufficient fund"

or a "credit".

E. The completed batches are written onto the deposit slip and deposited daily during peak times and weekly/ bi-weekly during off peak times.

F. The next morning a copy of the bank receipt and an audit report will be emailed to the City. The information needed on the audit report will be determined by the DOR.

G. The CSV report can be imported automatically into your software without anyone from DOR touching it.

H. DRR will receive reconciled Township batches of applications and copies of the deposit slips for data capturing.

Database Management/Record Updates

DRR shall receive County documents after payment processing from DOR. At which time, DRR shall pass paid records to a "paid record file". Additionally, DRR will update any record that needs to be deleted or changed. Upon DOR's request, DRR will provide up-to-date information in the requested report format. This information will be available as a web based solution or via as emailed data in your desired format. The following steps will be followed by DRR:

- A. Upon receipt of the documents, the daily received mail is checked and verified that all pieces are accountable for based on the lock box deliver receipt.
- B. In the data entry department a record is pulled up from the mailing database via scanning a barcode or a unique ID number. The name, address and record information are verified.
- C. Any change needed to a record will be made at that time. For example, any change to the vehicle data, adding a new record or deleting a record. Each record will be keyed and verified twice to improve the accuracy of the data entry process.
- D. In the event that handwritten changes to a record are not legible it will be scanned and emailed to the DOR for further instruction.
- E. After a designated date a reminder / penalty notice mailing could be mailed based on unpaid records in the database.
- F. This database could be accessed at any time by the DOR utilizing the internet server.

Fulfillment of stickers

DRR will fulfill stickers and/or tags that are mailed to P.O. Box and On-Line purchased stickers. The fulfillment applications are batched in groups of fifty (50) to one hundred (100). The total of vehicle stickers/tags that are needed are tallied up and this is balanced to the check total for that batch if this matches then the appropriate quantity of each sticker/tag

are pulled and given to the production floor for fulfillment with the applications. Once the fulfilled application is returned, they are data entered into the website. Nothing is mailed or deposited until this balances with the quantity of tags/stickers out for that batch. DOR will receive an inventory spreadsheet on a monthly basis or at any other frequency requested.

Description of DRR's Reconciliation Process (including deposit of any payments received)

Tally of vehicle stickers is made for each batch and the total dollar amount that this equals. Checks are added onto an adding machine and the adding machine tape is attached to the checks. These two (2) amounts should balance. The data is then keyed into the website and a report from the website is created for that batch. This report is then matched to the adding machine and tally count to make sure all three balances with one another. The completed batches are written onto the deposit slip and deposited daily during peak times and weekly / bi-weekly during off peak times. The CSV report can be imported automatically into your software.

Location of the production facility

Dahlgren's / Direct Response Resource, Inc.
7224 W. 60th Street
Summit, IL 60501

Web Based Software

American Printing Technologies, Inc. (APT) is a partner company of DRR that markets website license software. The APT vehicle license software is not a canned software program. This software is customized to your needs. The APT vehicle license software is user friendly and is offered as a website or local based software program. Some highlights include:

1. Record maintenance – Edit, create new or delete a record.
2. Reporting – Unpaid or paid records. State of Illinois DMV purchased records or customized reports are available.
3. Data supported by – NCOA address hygiene, move out information, revenue recap and summarization information.

Delivery of Stickers and/or Tags to Purchasers

DRR also has the capability of mailing a copy of the document with or without an assigned sticker number to the purchaser with the correct number of purchased stickers.

We also supply activity reports which include number of applications received by date and the number of stickers fulfilled by record and by date mailed. If there is an assigned sticker number DRR will update the record with that number. The following steps will be followed.

- A. All stickers will be secured in a locked area.
- B. A supervisor will audit the sticker numbers that are given to fulfillment personnel.
- C. On the application, each assigned sticker number will be handwritten on each corresponding record line item.

D. That number will be data entered into the database along with the mailing fulfillment date.

E. Before each package is mailed the components of that package are checked by a supervisor.

F. Based upon the workload, a year-to-date transaction file will be emailed to the DOR, either on a daily or weekly basis.

Postage

Postage funds must be received prior to mailing. Postage will be reconciled on each DRR production invoice. The invoice will show the beginning balance, postage used and ending balance.

We will guarantee that your mailing project will be sent out at the lowest possible 1st class postage rate. That rate is at the 5-digit automated presort. Currently each piece that qualifies for that rate will mail at \$0.391.

* Postage funds are due fourteen days prior to the mailing date.

* Any postage not used will be indicated on your job invoice along with the applicable supporting postal receipts and will be credited.

How we obtain the lowest possible rate is by utilizing National Change of Address Service (NCOA) and the current USPS CASS certified software.

All mail will be dropped at the Oak Lawn post office.

Disaster Recovery Procedures

The print facility is located in Summit, Illinois. In the event of a disaster the project would be mailed from DRR's Broadview, Illinois facility. The mailing would take approximately 72 hours from the receipt of live data.

Data Security

Data Storage – Project data is backed up on site at the end of a cycle, ie., Annually, Monthly, etc., or for the life of the project.

Data Transmission – We provide two FTP servers:

1. Windows based server providing FTP, SFTP, FTPS, TFTP and HTTPS protocols. Server also supports security certificates, strong encryption with public/private keys, and IPv6.
2. Dedicated FTP Samba based server appliance providing FTP, SFTP, FTPS protocols. HIPAA compliance requirements for file transfer are provided via our association with Medi-Host service.

Electronic File Security – In addition to the secure/insecure and physical/electronic method of data transference chosen, PGP public/private key encryption of files can be provided. Hybrid physical/electronic security – The records of data files can be split into two or more files such

that no entire record is contained within one file. The files are then transferred separately, encrypted if desired, and re-merged based on the record key at the destination.

Data Processing

- Convert one, or more, input files formatted in a fixed record length.
- Set up a laser printed Application Form.
- Merge multiple vehicles onto one document.
- Pass file through quality control program.
- Produce reports.
- NCOA service.
- Postal sort first class carrier route sort.

Personalization

- Laser print an 8 ½" x 11" one part document

Lettershop

- Insert into a window envelope with a reply envelope and generic insert.
- Seal, and mail at a 1st class 5-digit automated sorted rate (\$0.391)

Reports

- customer input file dump report of each output field.
- Amount billed by vehicle type.
- Records retained, input and state DMV file (if applicable).
- Customer move-out of town report.
- Customer move to another address within unincorporated boundary report.
- Quantity breakdowns.
- Postal breakdown.
- Input file detail report.
- Mailing file detail report (sorted alpha by name and address).
- Any other report suggested by DOR.

Quoted Print Component Specifications:

Application Form

Size: 8 ½" x 11"

Stock: 24 # White MOCR

Ink: 2/1 Black & PMS color / gray

Outer Window Envelope

Size: #10

Stock: 24# white wove

Ink: 1/0 PMS blue

Reply Envelope

Size: #9

Stock: 24# White wove Ink:

1/0 Black

Sticker Fulfillment Envelope

Size: #10

Stock: 24# White wove Ink:

1/0 PMS Blue

Two different types of generic inserts

Size: 8 ½" x 11"

Stock: 60# White Offset

Ink: 4 color process / 4 color process

**Department of Revenue
Planning Time Schedule
2016 Vehicle Sticker Application Mailing Project**

<u>Activity</u>	<u>Date</u>	<u>Responsibility</u>
1. Document Changes	4/26/16	DOR
2. Order Print Components	4/27/16	DRR
3. Live Data File Due & GIS File	4/30/16	DOR
4. Print Components Proofs	4/30/16	DRR
5. Print Components In House	5/2//16	DRR
6. Live Sign-Offs & Reports	5/10/16	DRR
7. Productive Begins	5/15/16	DRR
8. Postage Due	5/15/16	DOR
9. Mail Date	5/17/16	DRR

* The Consultant requires full payment in 30 days from invoice date.

EXHIBIT 2

Vehicle Licensing Software

Exhibit 2 Vehicle Licensing Software

LOGGING IN

Once a user provides login credentials, they are redirected to the database page. If you are inactive for 10 minutes, you will be automatically be logged out and redirected back to the Index page. You will have to log back in to access the database again.

Once logged in on the top there is a grey menu bar where you are able to select which page of the website to navigate to. As of now the pages are as follows:

- Edit Account (Edit the account you are logged into)
- Reporting (View reports on the database)
- Logout (Log out of the database)

The **Editor Menu** is available to accounts with Editor and Administrator privileges. The pages in the **Editor Menu** are as follows:

- Change Requests (View resident submitted change requests)

There is also an **Administrator Menu** on the right side of the menu bar for accounts with Administrator privileges. The pages in the **Administrator Menu** are as follows:

- Add User (New user accounts can be added to the website from here)
- Member list (View/delete user accounts on the website)
- Reset Paid (Resets all records to 'No' in the Paid field)

ACCOUNT TYPES

There are three (3) different account types for the website. The basic account type is a **User** account. User accounts have access to normal functions like browsing the database, the ability to edit their account, and access reporting data.

The next account type is the **Editor** account. Editor accounts have all the same features as a standard User account, along with the ability to edit the database. Editor accounts also have the ability to access the **Editor Menu** where they have the ability to see any **Change Requests** a resident submits.

The last type is an **Administrator** account. An Administrator account has all of the same functions as both User/Editor accounts. They also have access to the **Administrator Menu** as well as the **Editor Menu**. From the **Administrator Menu**, you have access to features like adding new accounts (unlimited amount) to the website, viewing the member list, and resetting the payment status field.

DATABASE PAGE

After a user logs in, they are redirected to the Database page. Depending on the account type, from here you have the ability to: browse, add, edit, and delete records from the database. **User** accounts only have the ability to browse. **Editor** and **Administrator** accounts have the ability to browse, add, edit, and delete records.

Functions

Selecting # of entries to show: On the top left of the database table, a drop down box is displayed where a user can click and select between showing 10, 25, 50, or 100 entries of records on one page.

Searching records: On the top right of the database table, a search bar is displayed where a user is able to type characters. Based upon what is inputted into the search bar, the database table will bring up any records that match. What is inputted will be searched across all fields, so if a specific record is trying to be found, more than one word may need to be inputted.

Refreshing/Number of entries: On the bottom left of the database table, the number of entries in the database and which ones showing on the page currently will be listed. Under that, there is a circle made of two arrows which will refresh the page when clicked.

Paging through records: On the bottom right of the database table, there are clickable page numbers and a **Previous** and **Next** button that page through the records in the database table when clicked.

ADDING RECORDS

When logged in with an **Administrator** account, the database page displays a table with all of the records in it. The table fields on the demo website are as follows:

(Rearranged the table and grouped like columns)

- ID
- LAST
- FIRST
- ADDRESS 1
- ADDRESS 2
- CITY
- STATE
- ZIP 1
- ZIP 2
- TELEPHONE NUMBER
- TYPE
- VEHICLE YEAR
- MAKE
- MODEL
- COLOR
- PLATE NUMBER
- STICKER NUMBER
- LICENSE AMOUNT
- PAID
- PENALTY
- DATE PAID
- PAYMENT TYPE
- LAST EDIT
- LAST EDIT DATE
- COMMENTS

These fields are editable and can be modified to meet the Counties' requirements.

On the top left side of the table there are three buttons: **New**, **Edit**, and **Delete**. To add a new record to the database, click the '**New**' button. A form will appear where you can fill out all of the data.

ID NUMBERS

As of now, the ID number is a nine digit number that the resident uses to identify themselves when they want to pay. There should only be one ID number for each resident in the database. If the record being added is for an existing resident, make sure to look up their ID number and insert that into the ID field. If the record being added is for a new resident that is not in the database, insert the next ID number that is not used in the database.

ADDING RECORDS CONTINUED

STATE

The way the website is setup, all you will need to input is the abbreviation for the state. (ex. IL)

TYPE AND LICENSE AMOUNT

On the add/edit form, the Type and License Amount fields are drop down lists that where you can choose the type of vehicle whether it be a passenger vehicle, truck, etc. When adding/editing a record, each of these should be the same choice.

MAKE

The make is the manufacture of the vehicle: Ford, Chevrolet, Nissan, etc.

MODEL

The model of the vehicle itself: Mustang, Camaro, Sentra, etc.

TELEPHONE NUMBER

Only input numbers into the Telephone field. Do not input spaces, dashes, plus signs, etc.

VEHICLE YEAR

I set it up so you need to put all 4 digits for the Vehicle Year. (ex. 2004)

PAID

This field correlates whether a resident has paid or not. In the database itself, it is represented by 0's and 1's. 0 means that the resident has not paid, 1 means the resident has paid. On the new/edit form itself, it will say 'No' or 'Yes'.

Once you have filled out the fields, you can add the record by clicking the Create button on the bottom right of the form. To cancel adding the record, click the X at the top right of the form.

PENALTY

This field states whether the resident has a penalty against them or not. In the database itself, it is represented by 0's and 1's. 0 means that the resident does not have a penalty, 1 means the resident has a penalty. On the new/edit form itself, it will say 'No' or 'Yes'.

DATE PAID

This field states which date the customer has paid on. If no payment has been made, the field will be blank. When adding/editing, if there is no payment date, leave the selector blank.

PAYMENT TYPE

This field states how a resident has paid for their sticker.

LAST EDIT & LAST EDIT DATE

Whenever a record is created/modified, this field is updated with the name of the user account that modified it as well as the date/time it was modified.

EDITING RECORDS

To edit a record, select the record and in the top left corner of the table the **Edit** button is now clickable. Click the **Edit** button and the same form as if a new record is being added will appear on the screen, but now the fields are preloaded with the data of the record that is selected. From here the record is able to be edited.

To edit multiple records at a time, select all of the records to be edited and click the **Edit** button. Now on the form, any field between the selected records that has the same data will show up. Any fields that had differences, (like the COLOR field for example), will show up as 'Multiple values.' To edit these, click on where it says 'Multiple values.' A blank space has appeared which can be clicked on to edit the data.

To save the edits you have made, click the **Update** button on the bottom right of the form.

To cancel edits you have made, click the **X** on the top right of the form.

DELETING OR INACTIVATING RECORDS

To delete a record, first select the record, and in the top left corner of the table the **Delete** or **Inactivate** button is now clickable. Click the **Delete** or **Inactivate** button, a confirmation will appear on the screen.

To delete or inactivate multiple records at a time, select all of the records to be deleted or inactivated and click the **Delete** or **Inactivate** button. A confirmation will appear on the screen.

To finalize deleting records, click the **Delete** or **Inactivate** button on the bottom right of the confirmation box. To cancel deleting records, click the **X** on the top right of the confirmation box.

EDIT ACCOUNT PAGE

Edit the user account you are logged in with on this page.

REPORTING PAGE

This page allows you to view statistics on the database and download Excel reports by specified dates for various types of payments. You are also able to view each report by vehicle type and see how many of each type are in the database and how much revenue each vehicle type generates by clicking the **View** button. From the viewing page, you are able to download excel files of each vehicle type.

LOGOUT PAGE

Click on this link to logout of the database. You are then redirected to the Index page. To access the database again, log back in.

EDITOR MENU

CHANGE REQUESTS PAGE

On the **Change Requests** page, all submitted change and add requests from residents are displayed here. Data regarding a change/add request will be displayed in a table. All data that the user has submitted for change will be displayed in bold font. On the top right, is a printer icon which can be used to print out the page of change requests if needed.

Once the change/add request has either been made or denied, you can select it with the checkbox on the very left and delete it with the garbage can icon on the top right of the table.

ADMINISTRATOR MENU

ADD USER PAGE

Here you are able to add accounts to the website. Usernames and E-Mails cannot be repeated between accounts and passwords are case sensitive.

MEMBER LIST PAGE

Here, and user with an Administrator account will be able to view all accounts that can access the database. It will display an ID number, First name, Last name, Username, Account Type, and an E-Mail Address for each User Account. Administrators will also have the ability to delete an account from the Database. There is no limit to the number of users added.

RESET PAID PAGE

From here you can reset the Paid field in the database to 'No.'

To reset the paid field, click on the checkbox in the middle of the page. A confirmation box will appear at the top. After clicking the confirmation box, click the submit button under the check box. You will get another confirmation box up top that will notify you that all users have been reset to 'not paid.' After clicking the confirmation box, you will be redirected to the Database page.

PENALTY FIELD

When a resident doesn't pay for a sticker in time, a penalty is added to their vehicle. Also, for a new year, the date for every resident in the database is set to the beginning of that year. From that day, they have until a set penalty date to pay. The penalty date is determined by the County. Penalty dates and intervals can be modified to a Counties`

RESIDENT PAYMENT

Residents who want to pay will be given a link to the main payment screen. For the demo website, the link is www.qmlsvsdemo.com/pay.

This website is SSL secured so everything they do on the site is 100% confidential with no chance of any third party watchers getting any information.

From here, residents will enter their PIN. The PIN is the same as the nine digit ID number

for each resident.

- Once they enter their PIN, the resident is now logged onto their account in the payment database. They will be redirected to a screen showing only their ID, Name, Vehicle Record, Payment Status, License Amount, and Date Paid. From here, residents will be able to select which vehicles they want to purchase stickers for by checking the boxes on the left side of each record. A total amount will display at the bottom which totals up how many records you select to pay off. Vehicles that have already been paid off will not be selectable.

They can also click on the **Request Changes** link in the top right of the table, which will redirect them to a different page where they can request to add, edit, or delete information regarding their vehicles. All changes they submit are not final, they are entered into the **Change Request** page, where an Editor or Administrator are be able to review and change records as needed.

Once a resident selects which vehicle/vehicles they want to purchase stickers for and press Submit, they will be redirected to a screen with payment options. Here, they enter their card number. They will also need to enter an E-Mail which will be stored under their selected vehicle records in the database.

Once they submit either their card information, if the purchase is successful, the resident is then redirected to a screen telling them that it was successful. Upon success, the payment status for the vehicle is now set to paid, along with the date that the payment was made.

If a payment is unsuccessful, the resident will be redirected to a screen that tell them the payment has failed.

When the resident wishes to log out of their account, there is a logout button on the bottom left of the screen.

Important:

Stickers will be fulfilled immediately. As a result, residents will receive their stickers quickly.

PASSWORD HASHING

What you enter into the website and what is actually submitted are two different things. When you press LOGIN button, the password you entered is mixed up into a bunch of different numbers and letters. This process is known as **Hashing**. What you set your password as will determine what your Hash is when it is converted after pressing the LOGIN button.

Why is this useful?

It helps against hackers. The hash is impossible to decode back into a password. Once all the numbers and letters are mixed up, you cannot bring it back to its original state in order to gain access to the account and every hash is converted different depending on how your password is written, whether it has spaces in it, uppercase letters, or other characters.

The process of password hashing on this website is called Sha256, which to date, is one of the most secured algorithms for passwords.

SESSIONS

Once you are logged on, you are set in something known as a 'SESSION'. Each webpage on the website besides the Index page, (Front page of the website), and the first payment page for residents requires you to be in a SESSION of some kind.

DATABASE SIDE

A SESSION is a 'state' the website will recognize your computer as. The only way to enter a SESSION for the **Database side** is to put in a correct username and password. A SESSION is required to access all other pages, if anyone tries to access another page whilst not being in a SESSION, they will automatically be redirected to the Index page before anything on any other page they try to access has a chance to load.

PAYMENT SIDE

The same thing goes for the **Payment side** of the website. The front payment page does not require you to be in a SESSION, although every other page does. You enter a SESSION by inputting a correct PIN. From there you are redirected to the next pages. Also, you cannot skip pages on the **Payment side** of the website; it's a step by step process.

Keep in mind that the **Payment side** SESSION is different than the **Database side** SESSION. So someone cannot enter a SESSION for the **Payment side**, and then use that to enter the **Database side** of the website.

SSL

SSL stands for Secure Sockets Layer. This allows any information to be transmitted securely between the user and the website without the possibility of a hacker intercepting any data.

EXHIBIT 3

Schedule of Compensation

Exhibit 3 Schedule of Compensation

The total not to exceed amount for this agreement is \$149,875.25.

Table A:

Vehicle License (Sticker) Application (VLS) Form Printing & Laser Personalization	Unit Cost per Thousand	1st Mailing (80,000 pcs)	2nd Mailing (35,000 pcs)	Optional 3rd Mailing (10,000 pcs)	Total 2016-2017	Total 2017-2018
Vehicle sticker renewal applications	\$15.72	\$1,257.60	\$550.20	\$157.20	\$1,965.00	\$1,985.00
Alterations (if needed to forms)	\$2.00	\$160.00	\$70.00	\$20.00	\$250.00	\$250.00
#9 reply envelopes	\$26.60	\$2,128.00	\$931.00	\$266.00	\$3,325.00	\$3,358.00
#10 mailing envelopes	\$18.38	\$1,470.40	\$643.30	\$183.80	\$2,297.50	\$2,320.00
2 Informational inserts	\$37.65	\$3,012.00	\$1,317.75	\$376.50	\$4,706.25	\$4,753.00
4"x6" sticker fulfillment envelopes	\$18.38	\$1,470.40	\$643.30	\$183.80	\$2,297.50	\$2,320.00
Blank applications	\$6.72	\$537.60	\$235.20	\$67.20	\$840.00	\$848.00
Shipping Costs	\$5.60	\$448.00	\$196.00	\$56.00	\$700.00	\$700.00
Totals					\$16,381.25	\$16,534.00

This includes: proofs, sign-off samples and laser printing of application and envelopes.

The cost per /M is based on a total quantity of 125,000.

PCS = Pieces/ Mailing Packages

Table B:

Data Processing (system and software support)	Total 2016-2017	Total 2017-2018
File conversions (for credit card file)	\$0.00	\$0.00
Postal sorting, NCOA (Data Cleansing)	\$0.00	\$0.00
Data file field quality control process, all reports (including custom reports)	\$3,000.00	\$400.00
Output file of the mailing database	\$0.00	\$0.00
State file merge/purge processing at year-end	\$0.00	\$0.00
Production Services Mailing # 1	\$9,130.00	\$9,130.00
Production Services Mailing # 2	\$4,800.00	\$4,800.00
Production Services Mailing #3	\$2,500.00	\$0.00
Totals	\$19,430.00	\$14,330.00

Table C:

Sticker Fulfillment Service to Residents	Total 2016-2017	Total 2017-2018
Fulfillment to residents (approx.. 50,000)	\$6,000.00	\$6,000.00
Additional data entry (database & record updates – Unlimited)	\$23,100.00	\$23,100.00
Extra sort of received applications from townships (This includes daily remitting & payment processing)	\$6,500.00	\$6,500.00
Extra Township payment summary reconciliation	\$1,000.00	\$1,000.00
FedEx Cost for Exceptions Delivery to CCDOR	\$1,000.00	\$1,000.00
Website Sticker Fulfillment (License & software) Billed by APT	\$4,000.00	\$4,000.00
Totals	\$41,600.00	\$41,600.00

Table D:**Schedule of Compensation Summary**

Service	Contract Year	Total
Vehicle License (Sticker) Application (VLS) Form Printing & Laser Personalization	2016-2017	\$16,381.25
Vehicle License (Sticker) Application (VLS) Form Printing & Laser Personalization	2017-2018	\$16,534.00
Data Processing (system and software support)	2016-2017	\$19,430.00
Data Processing (system and software support)	2017-2018	\$14,330.00
Sticker Fulfillment Service to Residents	2016-2017	\$41,600.00
Sticker Fulfillment Service to Residents	2017-2018	\$41,600.00
Total Not To Exceed:		\$149,875.25

Prices are based on quantities listed. Variances if more than 10% above the highest 10% below the lowest quantity will cause prices to be adjusted accordingly.

The annual cost of all preprinted stock items will billed on the mailing #1 of Consultant's production invoice.

Currently, the rate is \$0.391 for pieces that qualify for the 1st class 5-digit automated rate. The mailing cost for a fulfillment package will be for quantities less than 500 pieces is \$0.485 and over 500 pieces at mixed AADC rate of \$0.44.

CONTRACT NO. 1630-15287

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are 0% participation.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyl.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyl.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

CONTRACT NO. 1630-15287

Vendor: The Direct Response Resource, Inc.

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Exhibit 4 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

Nicole Large (Procurement)

From: Lisa Alexander (Contract Compliance)
Sent: Friday, March 25, 2016 4:44 PM
To: Nicole Large (Procurement)
Subject: Goal Recommendation for Contract No. 1630-15287

Good Afternoon Nicole,

Please be advised that the established goal for contract no. 1630-15287 for Vehicle License Printing, Mailing, Postage and Fulfillment Services for the Department of Revenue is 0% MWBE participation. If you have any further questions and/or concerns don't hesitate to contact me.

Thanks,

Lisa Alexander, MCA
Deputy Director
Office of Contract Compliance
118 North Clark Street, Room 1020
Chicago, IL 60602
312.603.5513
lisa.alexander@cookcountyil.gov

CONTRACT NO. 1630-15287

EXHIBIT 5

Evidence of Insurance

CNA Connect

Renewal Declaration

POLICY NUMBER
B 1029013867COVERAGE PROVIDED BY
AMERICAN CASUALTY CO OF READING, PA
333 S. WABASH
CHICAGO, IL. 60604FROM - POLICY PERIOD - TO
01/25/2016 01/25/2017INSURED NAME AND ADDRESS
THE DIRECT RESPONSE RESOURCE
3174 Doolittle Drive

Northbrook, IL 60062

AGENCY NUMBER
062937AGENCY NAME AND ADDRESS
ROSENTHAL, MINSKY & ASSOCIATES
740 WAUKEGAN ROAD
PO BOX 700
DEERFIELD, IL 60015
Phone Number: (847)940-4300BRANCH NUMBER
010BRANCH NAME AND ADDRESS
CHICAGO/ILLINOIS BRANCH
BRANCH ADMIN/ 40TH F
333 SOUTH WABASH
CHICAGO, IL 60604
Phone Number: (630)719-3000

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium Is

Terrorism Risk Insurance Act Premium

Audit Period is Not Auditable

INSURED

POLICY NUMBER
B 1029013867

INSURED NAME AND ADDRESS
THE DIRECT RESPONSE RESOURCE
3174 Doelittle Drive
Northbrook, IL 60062

PROPERTY COVERAGE

LIMIT OF INSURANCE

The following deductible applies unless a separate deductible is shown on the Schedule of Locations and Coverage.

Deductible: \$1,000

Business Income and Extra Expense Coverage
Business Income and Extra Expense

12 Months Actual Loss Sustained

Business Income and Extra Expense - Dependant Properties	\$10,000
Employee Dishonesty	\$25,000
Forgery and Alteration	\$25,000

LIABILITY COVERAGE

LIMIT OF INSURANCE

Liability and Medical Expense Limit - Each Occurrence	\$1,000,000
Medical Expense Limit -- Per Person	\$10,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Damage To Premises Rented To You	\$300,000
Employment Practices/Fiduciary Liability Retroactive Date: 01/25/2009 EPLI Deductible: \$0	\$10,000
Hired Auto Liability	\$1,000,000
Nonowned Auto Liability	\$1,000,000

AXIS Surplus Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

PART 1. DECLARATIONS PAGE

Policy No. ECN000063131501 Renewal of No. ECN000063131401

IN RETURN FOR THE PAYMENT OF THE PREMIUM, THE COMPANY AGREES WITH THE INSURED TO PROVIDE INSURANCE UNDER THE PROVISIONS IN THIS POLICY.

Item 1. Named Insured and Mailing Address.

The Direct Response Resource, Inc.
3174 Doolittle Drive
Northbrook, IL 60062

Item 2. Policy Period: From May 27, 2015 To May 27, 2016
Inception Date Expiration Date
12:01 A.M. Standard Time at the Mailing Address stated in Item 1

Item 3. Retroactive Date: May 27, 2005

IF NO DATE IS STATED HERE, COVERAGE DOES NOT APPLY TO WRONGFUL ACTS COMMITTED PRIOR TO THE INCEPTION DATE STATED IN ITEM 2, ABOVE.

Item 4. Schedule of Insured Services:

In the performance of providing services as commercial printing brokerage to include creative design, direct mail, database management, fulfillment and check processing services for others. Content and services via www.drmail.com at the direction of any Insured.

Item 5. Limit of Insurance:

a. \$ 1,000,000	Each Wrongful Act
b. \$ 1,000,000	Total Limit of Insurance
See Endorsement	

Item 6. Retention: \$ 50,000 Each Wrongful Act

Item 7. Premium: \$

Surplus Lines Tax: \$
Stamping Fee: \$
Policy Total \$

Item 8. Form(s) and Endorsement(s) made a part of this policy at time of issue:

AXIS PRO Miscellaneous Professional Liability Insurance Policy - MLEO 1001 (10-06)

1. Change Endorsement
 2. Extended Reporting Period Option Endorsement - ML-112
 3. Service of Suit Clause-Illinois - SOS-IL (12-08)
 4. Retroactive Limitation Endorsement - ML-26
 5. Separate Limits for Defense Change Endorsement - ML-124 (12-07)
- Illinois Consumer Notice - MLIL-01 (10-09)

Accepted on 4/20/2015 12:32:00 PM - SLA Countersignature #IL20150037843.

Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

Service of process under this contract may be made upon the Director pursuant to paragraph 10 of Section 445 of the Code.

Policy Id	IL20150037843
Batch	336566
Item	26
Filing Type	Policy

Insurance Company	Percent
AIX Specialty Insurance Co	100.000000
TOTALS: COUNT: 1	100.000000

Policy Number	ECN000063131501
Insured	THE DIRECT RESPONSE
Address 1	RESOURCE INC
Address 2	3174 DOOLITTLE DR
City	NORTHBROOK
State	IL
Zip	60062
Effective Date	5/27/2015
Term (months)	12
Amount	1,000,000

Coverage Code	Premium	Fire Marshal Tax
Professional Errors & Omissions All Others	0	
TOTALS: COUNT: 1	0	

Surplus Line Tax	194
Stamping Fee	11
Last Update	4/20/2015 12:32:00 PM



333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 92889803

Policy Number	From	Policy Period	To	Coverage is Provided By	Agency
WC 2 92889803	01/25/16	01/25/17		CONTINENTAL CASUALTY CO	062937010
Named Insured And Address				Agent	
ITEM THE DIRECT RESPONSE RESOURCE				ROSENTHAL, MINSKY & ASSOCIATES	
1. 3174 Doolittle Drive				740 WAUKEGAN ROAD	
Northbrook, IL				PO BOX 700	
				DEERFIELD	
60062				IL 60015	

FEIN NUMBER: 363929719

NCCI CARRIER CODE NO: 10243

OTHER WORK PLACES NOT SHOWN ABOVE: SEE ATTACHED SCHEDULE(S)
YOU ARE A - CORPORATION/S

2. POLICY PERIOD- 01/25/16 TO 01/25/17 12:01 AM STANDARD TIME AT THE INSUREDS MAILING ADDRESS.
- 3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE STATES LISTED HERE:
IL.
- 3B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A: THE LIMITS OF LIABILITY ARE:
BODILY INJURY BY ACCIDENT \$500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE \$500,000 EACH EMPLOYEE
- 3C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES, IF ANY, LISTED HERE:
ALL STATES EXCEPT AK, ND, OH, WA, WY AND STATES DESIGNATED IN ITEM 3A OF THE INFORMATION PAGE.
- 3D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: SEE ATTACHED SCHEDULES
4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.
ADJUSTMENT OF PREMIUM SHALL BE MADE: AT POLICY EXPIRATION

CLASSIFICATION OF OPERATIONS

EST ANNUAL
PREMIUM

SEE ATTACHED

PREMIUM DISCOUNT
EXPENSE CONSTANT

TERRORISM PREMIUM

CATASTROPHE (O/T CERT ACTS OF TERROR)

MINIMUM PREMIUM

TOTAL ESTIMATED ANNUAL PREMIUM

TOTAL STATE TAXES/ASSESSMENTS/SURCHARGES

TOTAL ESTIMATED COST

DEPOSIT PREMIUM

ACCOUNT NUMBER: 0115761099

DATE OF ISSUE: 12/11/15

POLICY ISSUING OFFICE: CHICAGO

COUNTERSIGNED

DATE

BY

AUTHORIZED AGENT

WC000001 P-33398-E (ED. 6/87)

Charles A. Burt

John E. Smith

CONTRACT NO. 1630-15287

EXHIBIT 6

Electronic Payables Program Form

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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CONTRACT NO. 1630-15287

EXHIBIT 7

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1630-15287	Date: April 12 2016
Total Bid or Proposal Amount: \$149,875.25	Contract Title: Marketing and Fulfillment Solution
Contractor: The Direct Response Resource, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: American Marketing Technologies, Inc.
Authorized Contact for Contractor: Derek Singleton	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Derek Singleton
Email Address (Contractor): dsingleton@drmail.com	Email Address (Subcontractor): dsingleton@drmail.com
Company Address (Contractor): The Direct Response Resource, Inc.	Company Address (Subcontractor): 2733 N. Elm Lane
City, State and Zip (Contractor): Northbrook IL 60062	City, State and Zip (Subcontractor): Arlington Heights IL 60004
Telephone and Fax (Contractor): Ph 847 797-1802 Fax 847 797-1803	Telephone and Fax (Subcontractor): Ph 847 797-1802 Fax 847 797-1803
Estimated Start and Completion Dates (Contractor): April 2016 - April 2018	Estimated Start and Completion Dates (Subcontractor): April 2016 - April 2018

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Website Stocker Fulfillment (License + Software)	\$4,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan.** Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor: The Direct Response Resource, Inc.
 Name: Michael Ludwig
 Title: PRESIDENT
 Prime Contractor Signature: THE DIRECT RESPONSE RESOURCE, INC.
 BY: [Signature] President
 Date: April 12 2016

CONTRACT NO. 1630-15287

EXHIBIT 8

Economic Disclosure Statement and Execution Document

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyl.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

N/A

Address

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

3174 Doolittle Drive
Northbrook IL 60062

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [☒] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [☒] Original Statement or [] Amended Statement

Identifying Information:

Name The Direct Response Resource Inc.
 D/B/A: N/A FEIN NO.: 36-3929719
 Street Address: 3174 Wootton Drive
 City: Northbrook State: IL Zip Code: 60062
 Phone No.: 847 498-3993 Fax Number: 847 498-4590 Email: csingleton@drmail.com

Cook County Business Registration Number: N/A
 (Sole Proprietor, Joint Venture Partnership)
 Corporate File Number (if applicable): D5678-810-7

Form of Legal Entity:

[] Sole Proprietor [] Partnership [☒] Corporation [] Trustee of Land Trust
 [] Business Trust [] Estate [] Association [] Joint Venture
 [] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Michael C. Ludwig, President	1412 Madison Drive Buffalo Grove IL 60089	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Michael L. Ludwig President
Name of Authorized Applicant/Holder Representative (please print or type)
THE DIRECT RESPONSE RESOURCES, INC.
BY: M. Ludwig, PRESIDENT

Signature
M. Ludwig @ drmail.com
E-mail address

President
Title

Date
047 498-3993
Phone Number

Subscribed to and sworn before me
this 14 day of March 2016

My commission expires: 8/28/2019

x M. Ludwig
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew

- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law

- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Halfbrother
- ☐ Halfsister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Derek Singleton - The Direct Response Resource, Inc.Address of Person Doing Business with the County: 3174 Doolittle DrivePhone number of Person Doing Business with the County: 847 797-1802Email address of Person Doing Business with the County: dsingleton@drmail.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Derek Singleton - The Direct Response Resource, Inc.**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1630-15287

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 149,875.25

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Ms. Joyce Steele - Director of Operations

Department of Revenue Room #1160 312 603-5721

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Ms. Brandi Watson - Project Manager

Department of Revenue Room #1160 312 603-2700

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**



The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.



The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

THE DIRECT RESPONSE RESOLUTION, INC.
BY: H. G. Gandy

Signature of Recipient

March 14, 2016
Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1630-15287
County Using Agency (requesting Procurement): The Direct Response, Inc.

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): THE DIRECT RESPONSE RESOURCE, INC.
Substantial Owner Complete Name: MICHAEL L. LUDWIG, PRESIDENT
FEIN# 36-3929719
Date of Birth: _____ E-mail address: MLUDWIG@DRRMAIL.COM
Street Address: 1412 MADISON DR
City: BUFFALO GROVE, IL State: IL Zip: 60089
Home Phone: (847) 913-9339 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: THE DIRECT RESPONSE RESOURCE, INC.
BY: Michael Ludwick, PRESIDENT Date: March 14, 2016

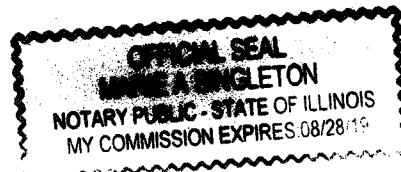
Name of Person signing (Print): MICHAEL LUDWICK Title: PRESIDENT

Subscribed and sworn to before me this 14 day of March, 2016

x [Signature]
 Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

The Direct Response Resource, Inc.
 Corporation's Name

847-498-3993
 Telephone

[Signature] Secretary
 Secretary Signature

THE DIRECT RESPONSE RESOURCE, INC.
BY: MICHAEL LUDWIG, PRESIDENT
BY: [Signature], President

President's Printed Name and Signature

MLUDWIG@DRRMAIL.COM
 Email

March 14, 2016
 Date

Execution by LLC

 LLC Name

 Date

 *Member/Manager Printed Name and Signature

 Telephone and Email

Execution by Partnership/Joint Venture

 Partnership/Joint Venture Name

 Date

 *Partner/Joint Venturer Printed Name and Signature

 Telephone and Email

Execution by Sole Proprietorship

 Printed Name and Signature

 Telephone

 Date

 Email

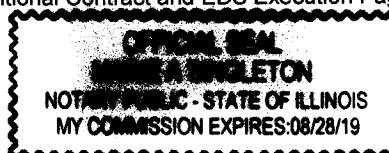
Subscribed and sworn to before me this
14 day of March, 2016

[Signature]
 Notary Public Signature

My commission expires: 8/28/2019

 Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



CONTRACT NO. 1630-15287

ATTACHMENT 1

Highland Park Professional Services Agreement

Place
EDS
Sig page
here

**CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 13th day of June, 2013, and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("**Consultant**"): The Direct Response Resource, Inc. an
Illinois Corporation

Address: 3174 Doolittle Dr.
Street
Northbrook IL 60062
City State Zip

Telephone No.: 847-797-1802

Email: dsingleton@drmail.com

Project Name/Description: Vehicle License Printing, Mailing, Postage
and Fulfillment Services

Agreement Amount: Not to Exceed \$29,261 Annually

B. **Project Description.** The Consultant shall work with the City in designing and printing the vehicle license applications, ordering vehicle stickers, printing inserts to include with the annual mailing, applying postage to mailings and fulfilling orders submitted online and through the mail, as more fully described in the RFP and Consultant Proposal attached to this Agreement as **Exhibit A ("RFP")** and **Exhibit B ("Consultant Proposal")**, respectively.

C. **Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are

set forth in the Consultant Proposal ("*Services*") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("*Commencement Date*"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than the date that is 90 days after the Commencement Date ("*Time of Performance*"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Consultant Proposal. The City shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the

Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Consultant Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL
PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant. Except as provided in the text of this Agreement, the Consultant shall, and does hereby agree to, provide services to the City in the manner set forth in the following documents: (1) The RFP, a copy of which is attached to this Agreement as **Exhibit A**; and (2) The Consultant Proposal, a copy of which is attached to this Agreement as **Exhibit B**.

B. Precedence. Where there appears to be variances or conflicts, the following order of precedence shall prevail: (1) In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall prevail; (2) In the event of a conflict between the RFP and the Consultant Proposal, the RFP

shall prevail; provided, however, that in the event of a conflict between the RFP and Consultant Proposal, for which the Consultant Proposal expressly accepts the terms of the RFP, then the Consultant Proposal shall prevail.

C. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

D. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Consultant Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("*GIS Data*") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Highland Park
City Hall
1707 St. Johns Ave.
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

The Direct Response Resource, Inc.
Derek Singleton
3174 Doolittle Drive
Northbrook, Illinois 60062

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City

or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through ___ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13th IN WITNESS WHEREOF, the Parties have executed this Agreement this day of June, 2013.

ATTEST:

By: Ghida S. Neukirch / GF
Ghida S. Neukirch, City Clerk

CITY OF HIGHLAND PARK

By: David W. Knapp
David W. Knapp, City Manager

ATTEST:

By: _____

Title: _____

CONSULTANT

By: David G. Ingle
Its: Senior Response Resource, Inc.

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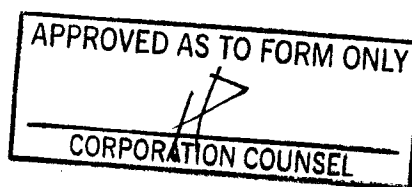


EXHIBIT A

RFP

EXHIBIT B

CONSULTANT PROPOSAL

REQUEST FOR PROPOSALS

**VEHICLE LICENSING
PRINTING, MAILING, AND FULFILLMENT SERVICES**



ISSUE DATE:

May 13, 2013

PROPOSAL DUE DATE:*

May 24, 2013, 3:00 p.m. (CDT)

CITY OF HIGHLAND PARK

Deputy Finance Director

1707 St. Johns Avenue

Highland Park, IL 60035

(847) 926-1021

***Proposals received after the due date will be returned unopened**

I. PURPOSE OF REQUEST

The City of Highland Park ("City") is seeking proposals to provide printing, mailing and fulfillment services for its vehicle license process.

The selected firm will be invited to enter into a consultant agreement with the City, in a form provided by the City ("Agreement"). The City Council has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

II. BACKGROUND INFORMATION

The City serves a population of approximately 30,000 residents. There are approximately 26,000 vehicle licenses that are billed annually. All vehicle license applications are mailed on August 15th for renewal and display by October 1st. The City has a schedule of fees associated with the class of a vehicle which is included in Exhibit A. The City offers two vehicle sticker designs. The first is modified on an annual basis and is sold at standard rates. The second is designed bi-annually and is sold at a premium and benefits a local non-profit organization. These license sales must be tracked separately. Renewal applications are currently printed and mailed by a third party vendor and consist of a two part application, a preprinted reply envelope, and a printed outer envelope. The stickers are vinyl one side adhesive.

The City utilizes a commercial lockbox at Highland Park Bank & Trust for vehicle licenses renewed by mail. Residents may also renew their sticker at the Finance counter at City Hall and online. Any vendor submitting a proposal must have the ability to print a scan line compatible with the City's banking services provider requirements. These requirements can be supplied upon request.

Additional information regarding City programs is available at www.cityhphil.com.

III. SCOPE OF SERVICES

A. General Information

The City requires that respondents have the necessary systems, programs, and processes in place to print, mail and fulfill the vehicle license applications. This includes, but is not limited to, working with the City in designing and printing the applications, ordering vehicle stickers, printing inserts to include with the annual mailing, and fulfilling orders submitted online and through the mail.

The City expects the respondent to work with the current software provider (MSI/Harris) on file layouts and formats to complete the pre-populated renewal forms and generate a file of licenses assigned by the respondent that can be uploaded into the software. It is required that the City have the ability to reproduce an application at any time.

Respondents are advised to submit pricing on a per unit basis. This pricing is to include all the costs to print, develop, and mail forms, accept electronically transmitted data from the City, merge the data to the forms, and fulfill and distribute stickers. The respondent is to coordinate the postage with the delivery to the United States Post Office. The respondent must note that quantities included in these specifications are estimates and the actual quantities may vary.

B. Printing Services

The successful respondent shall assist City staff in the design of the vehicle sticker license application. During the design process, staff will work with the selected respondent to outline all of the fields that will be delineated on the vehicle license applications. Applications are processed via a lockbox service; therefore, return envelopes must be designed to meet bank envelope specifications for automated extraction.

The respondent shall work in conjunction with City staff to design the back of the applications to include, but not be limited to explanations of rates, contact information, penalty dates, and payment instructions.

The respondent shall provide cost information for the design and printing of vehicle license applications, stickers and any envelopes to be used in the application and fulfillment process. Costs are to be provided in Exhibit C, and should be noted as a flat rate or per piece rate.

The successful respondent will be required to detail the company's contingency plan if the primary printing facility and/or equipment are out of service.

C. Mailing Services

The respondent shall meet the following requirements:

- Coding Accuracy Support System (CASS) certification or other comparable certification process.
- Laser printing and barcode scan line printing.
- Barcoding for the most economical postage rate.
- Identification by address and telephone number of the regional post office mail center that would be used.
- Commitment to meet the regional post office mail center's schedule in order for delivery and postmark of City documents and confirmation of this delivery provided to the City within one business day.
- Warehousing of all documents, including any City inserts, in a climate-controlled environment to protect integrity of the stock.
- Provide e-mail notification to the City, by a mutually agreed-upon time, verifying receipt of file transmission and confirmation of production of the file.

- Provide a primary and secondary customer service contact for daily operational inquiries.
- Reproduction of any bill(s) that is mutilated or spoiled either in the printing or mailing operation.

The City regularly has other inserts to be included with the application(s). It is anticipated that the selected respondent has the capabilities to receive the insertions electronically and print them for insertion. Please provide pricing for this option in Exhibit C.

D. Fulfillment Services

Printed applications are required to have a scan line which is compatible with the City's commercial lockbox provider. The City's lockbox provider will provide a daily flat file of payments received to the vendor for fulfillment processing during the renewal period. The file is to be processed by the vendor and orders fulfilled within 48 hours. The vendor shall provide a file that meets the requirements to be uploaded into the MSI software of all orders fulfilled with sticker numbers and return application stubs to the City.

Web applications are submitted via the City's website at www.cityhpil.com. Each business day during the renewal period, City staff will provide a file containing the previous day's orders to the vendor. The vendor shall fulfill the orders within 48 hours and return the original file with sticker numbers to the City.

IV. MINIMUM QUALIFICATIONS

The City encourages proposals from all vendors meeting the following minimum qualifications:

- The vendor must have the ability and necessary systems, programs, and processes to print, mail and fulfill the applications submitted to a lockbox and online.
- The vendor must have experience printing, fulfilling, and mailing vehicle license applications and stickers with other municipalities.
- The vendor must be capable of providing forms that integrate with a commercial lockbox.

V. CONTENTS OF PROPOSAL

Proposals should be prepared simply and economically, provide a straightforward, concise description of provider capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. A questionnaire, pricing

schedule, and a reference list are attached. Respondents must complete all exhibits provided within the RFP.

All proposals must be prepared in the following format:

- Transmittal Letter - A signed letter of transmittal briefly stating the respondent understands the work to be done in compliance with the City's Request for Proposals. Any exceptions to requirements listed in the City's Request for Proposals must be clearly identified in the Transmittal Letter. The Transmittal Letter must be signed by an authorized representative of the firm, and an affirmative statement confirming such shall be included in the letter.
- A response to the Scope of Services outlined in Section III and a description of how each of those services would be provided. Indicate if any additional tasks are necessary or advisable. Indicate if any services will be performed by sub-contractors.
- Proof that the respondent meets the minimum qualifications set forth in Section IV.
- Completed Exhibits B, C, and D.
- A description of and fee schedule for services to be provided, which schedule shall include the projected annual price for three and five year terms from the date of the Agreement. Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax.
- A timeline for implementation and testing which conforms to the dates set forth in this RFP (June 11 - July 19, 2013).

VI. SELECTION CRITERIA

A review committee will screen all proposals and invite selected firms for interviews if deemed necessary. Proposals will be evaluated according to the criteria outlined below.

- The ability, capacity, and skill of the respondent to perform the Agreement or provide the services required.
- Whether the respondent can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- Experience and references.
- The previous and existing compliance by the respondent with laws and ordinances relating to the Agreement or service.

- Respondent's record of experience in this field of endeavor; and the size and scope required in the proposal's specifications.
- Total cost to the City for supplies and services.
- The availability of all services (printing, mailing, and fulfillment).

The City will then select the top preferred firm, with whom an Agreement will be executed, on a form to be provided by the City. The City Council has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

VI. INSTRUCTIONS TO RESPONDENTS

Questions regarding this Request for Proposals should be made in writing no later than 5:00 p.m. on May 20, 2013. Questions may be sent to the following:

Stephen Earnhardt, Deputy Finance Director
searnhardt@cityhpil.com

All proposals must be clearly marked "Proposal-Vehicle Licensing Fulfillment Services." All proposals must be received by 3:00 pm, CDT, on May 24, 2013 as shown on the clock in the City's Finance Department. Four bound copies and one unbound copy of the proposal must be submitted. Proposals submitted by oral, telephone, facsimile or electronic transmission will not be accepted. Proposals arriving after the deadline will be returned to the proposer unopened.

Proposals must be addressed to the following contact:

City of Highland Park
Attn: Stephen Earnhardt, Deputy Finance Director
1707 St. Johns Avenue
Highland Park, IL 60035

VII. TERMS AND CONDITIONS

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the Deadline for submittals. No proposal shall be withdrawn for 60 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the proposal with the lowest price or fee; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute an Agreement within 10 days after the selection of the successful respondent by the City Council.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

The successful respondent will be required to provide evidence of insurance for General Liability, Employers Liability, and Errors and Omissions Insurance and list the city as an additional insured. The firm will also be required to provide workers' compensation insurance in accordance with Illinois State law.

Privacy Information

The successful respondent will have access to the personal information of City residents. This information is to be considered proprietary and the successful respondent must agree not to release any of the information to any source other than the established City contacts.

The documents submitted in response to this RFP become public records upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of the law. The City assumes no contractual obligation to enforce any exemption.

VIII. ANTICIPATED KEY DATES

The City anticipates the following schedule:

Advertise Request for Proposals	May 13, 2013
Deadline for Questions	May 20, 2013
Release of Responses to Questions	May 22, 2013
Proposals are due at 3:00 pm CDT	May 24, 2013
Select Vendors to Interview (if necessary)	May 29, 2013
Vendor Interviews and Vendor Finalist Selection	May 30 – May 31, 2013
City Council Approval	June 10, 2013
Implementation and Testing	June 11 – July 19, 2013

EXHIBITS ATTACHED:

Exhibit A	Vehicle Sticker Fee Schedule
Exhibit B	Questionnaire
Exhibit C	Pricing Schedule
Exhibit D	References

Exhibit A**Vehicle Sticker Fee Schedule**

Vehicle Class	Fee
Passenger Vehicle	\$40.00
Education Foundation Commemorative Sticker	\$70.00
Antique Vehicle	\$25.00
Low Income Passenger Vehicle	\$2.00
Dealer Plate (each)*	\$8.00
RV, Light Truck and Van (under 8,000 lbs)	\$40.00
Heavy Trucks (8,000 lbs +)	\$70.00
Trailers*	\$5.00
Motor Bike, Cycle, or Scooter*	\$20.00

*Renewal applications for these classes of vehicles shall be mailed by the respondent. However, processing and fulfillment of sticker/tag to be completed by City staff.

Exhibit B

Vehicle License Questionnaire

Please mark the appropriate box with an X and include additional charges where applicable.

Item	Yes	No	Additional Charges (if applicable)
Experience with other municipalities			\$
Capable of providing forms that integrate with commercial lockbox			
CASS Certified (if other, please specify)			
Ability to print bar coding for most economical postage rate			
Warehousing of all documents in climate-controlled environment			
Ensure that applications are mailed to every address within the City limits			
Ability to meet all deadlines			
Provide weekly fulfillment logs broken out between lockbox and web			

[illegible]

Exhibit D

References

The respondent shall provide a listing of no less than three references (municipal preferred) where work has been completed.

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

VEHICLE LICENSING

PRINTING, MAILING AND FULFILLMENT SERVICES

Proposal Due: Friday, May 24, 2013 at 3:00 p.m.

Contact Information

**Direct Response Resource, Inc.
Derek Singleton
3174 Doolittle Drive
Northbrook, IL 60062**

847 797-1802

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3174 Doolittle Drive
Northbrook, IL 60062

Phone: 847-797-1802

Fax: 847-797-1803

dsingleton@drmail.com
www.drmail.com

May 24, 2013

Mr. Stephen Earnhardt
Deputy Finance Director
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

Stephen,

I have thoroughly reviewed the specifications of the job and I have a complete understanding as to what is needed to flawlessly execute the design, programming, processing, printing and mailing of the job.

I feel that I am most qualified for the job because of the *Experience* that I have with this application. Since 1994 I have executed the complete production and mailing of this application successfully in 37 different municipalities, 8 of which are with the Highland Park application. During these 19 years I have developed the skills and knowledge needed to flawlessly execute the mailing services.

Because of this experience I feel our service is the best in the market place.

The following proposal is firm and irrevocable for one hundred twenty (120) days.

Sincerely,

Derek Singleton
Direct Response Resource, Inc.
847 797-1802



3174 Doolittle Drive
Northbrook, IL 60062

Phone: 847-797-1802

Fax: 847-797-1803

dsingleton@drmail.com
www.drmail.com

May 24, 2013

Mr. Stephen Earnhardt
Deputy Finance Director
City of Highland Park
1707 St. Johns Avenue
Highland Park, IL 60035

Stephen,

The following information is based on The Direct Response Resource, Inc. (DRR) managing the programming, printing, mailing portion and fulfillment of your Vehicle License Program Mailing services project. At DRR we provide our clients with the option of outsourcing the design, printing, data processing, personalization, mailing service and fulfillment portion of their vital mailed business communications. DRR are specialists in consultation and production, resulting in creative managed solutions with the outstanding attention given to quality, detail, accuracy and efficiency.

Benefits of the Vehicle License Tax Services mailing package idea includes:

1. We supply nine separate quality control reports to improve the accuracy and quality of your data.
2. Merge up to five vehicles on to one document.
3. Potential to add animal tag billing.
4. No special programming is needed on your end. We have the capability of converting your data in its current format.
5. CASS certified NCOA address hygiene and resident move out reports.
6. DRR has the capability to effectively merge the state DMV file with your in house file with no pre-work needed on your part.
7. Sophisticated duplicate drop procedures.
8. Larger sized outer envelopes with I.D. bar provides for easy identification.
9. **Eighteen years of experience with this application in 37 different municipalities. This experience guarantees you flawless execution.**

Mr. Stephen Earnhardt
May 24, 2013
Page -3-

Proposed Solutions

1. Source of data

We have the capability to create the most in depth and accurate mailing file. This is accomplished by taking your current house file and merging it with the State of Illinois DMV file. Once we determine the perimeters of your City boundaries, we execute a sophisticated duplicate drop procedure. This assures us that we are adding additional addresses that are not on the current input file to the mailing file. In addition, we are adding vehicle records to the mailing file that are not on the input file.

When I image the document, I could print a code on each line item which will identify where that record originated from. Either from the in house file or the State DMV file. This could help you track incremental revenue and assist your people to answer customer questions.

In addition, we also use a National Change of Address Service (NCOA). What NCOA does is to perform "address hygiene" on each mailing address to conform it to meet postal regulations. This allows us to give you the lowest possible postal discount. Currently, that rate is \$0.36 for pieces that qualify for the 1st class 5-digit automated rate. Also, NCOA provides us with a listing of all the people who have moved out of Highland Park. We will not mail to these people. But on the other hand, we do not want to lose that address from the mailing file. So if we know who moved into the home we will send them an application with their vehicle information on it. If not, I will send to that address a blank application addressed to "Current Resident". NCOA also provides us with information of people who have moved from one Highland Park address to a different Highland Park address. We will also use the same recovery techniques as we do for the people who have moved out of Highland Park.

As a result of our pre-mailing programming utilizing our sophisticated duplicate drop procedures and NCOA, I feel confident that I will increase your revenue by making your mailing very accurate.

Mr. Stephen Earnhardt
May 24, 2013
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2. Mailing Database Accuracy

DRR produces a minimum of nine quality control reports to assure that your mailing file is as accurate as possible. You will have the opportunity to review these reports and sample applications prior to mailing. This allows you to delete or add records to the mailing file if necessary. As a result, you will be assured that the before mailing production work was executed flawlessly.

These reports include:

- Customer input file dump report of each output field
- Amount billed by vehicle type
- Records retained, input and State DMV file (if applicable)
- Customer move-out of report
- Customer move to another address within the Crystal Lake report
- Quantity breakdowns
- Postal breakdown
- Input file detail report
- Mailing file detail report (sort alpha by name and address)
- Any other report suggested by customer

3. Design of Applications

I have eighteen years of experience with this application in 37 plus municipalities. I will use this experience to help you design your application and envelopes. The design of the application and envelopes will be emailed to you via a PDF proof prior to print production. At which time, you will have an opportunity to make revisions if needed.

Mr. Stephen Earnhardt
May 24, 2013
Page -5-

4. Method of Production

Laser

This type of application is laser printed on one part. This method provides you and the resident with a copy of the application.

DRR can merge up to six vehicles onto one document and this design has the potential to add animals. In addition, we could match the same surname/address. As a result, the resident will receive one application as compared to several single sheets.

This style offers a laser printed barcode for each record. As a result, it is perfect for internal scanning.

Whatever your product needs are DRR can match or create a solution specific for your needs.

5. Second Mailing for Vehicles not in Compliance

DRR has the capability to make a second mailing to the residents not in compliance. That mailing file could originate from a Highland Park or DRR. If that file would originate from DRR then we would need to manage the record update service.

6. Primary and secondary customer service contact

Derek Singleton – 847 797-1802

Mike Ludwig – 847 498-3993

Mr. Stephen Earnhardt
May 24, 2013
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Optional Services

1. Remittance Processing

Upon receipt of the mail, all Highland Park remittance envelopes will be segregated and delivered to our data entry department. The following steps will be followed.

1. The record will be pulled up via a scanning barcode or a unique ID number. The name, address and record information will be verified.
2. The check number, check date, dollar amount and receipt date will be appended to each record. As a result, the record is now considered paid.
3. If the dollar amount on the check does not match the billed amount it will be determined why. (ie. Change in vehicle, sold vehicle, added vehicle, etc.)
4. If the record has not changed and the remittance does not match the billed amount than these records will be batched and reported to the City as a "non-sufficient fund" or a "credit".
5. On a daily basis, a deposit will be made to your bank branch nearest to our production facility.
6. The next morning a copy of the bank receipt and an audit report will be emailed to the City. The information needed on the audit report will be determined by the City.

2. Database Management/Record Updates

DRR has the capability to receive your documents after payment processing by DRR or from a lockbox service, or the City of Highland Park. At which time, we could pass paid records to a "paid record file" and in addition, update any record that needs to be deleted or changed. Upon your request, we can provide up-to-date information in any report format required. This information could be available as a web based solution or via as emailed data in your desired format. The following steps will be followed.

1. Upon receipt of the documents. The daily received mail is checked and verified that all pieces are accountable for based on the lock box deliver receipt.
2. In the data entry department a record is pulled up from the mailing database via scanning a barcode or a unique ID number. The name, address and record information is verified.
3. Any change needed to a record will be made at that time. For example, any change to the vehicle data, adding a new record or deleting a record. Each record will be keyed and verified twice to improve the accuracy of the data entry process.
4. In the event that handwritten changes to a record are not legible it will be scanned and emailed to the City for further instruction.
5. After a designated date a reminder / penalty notice mailing could be mailed based on unpaid records in the database.
6. This database could be accessed at anytime by the City utilizing the internet server.

3. Web Based Software

American Printing Technologies, Inc. (APT) is a partner company of DRR that markets website license software. The APT vehicle license software is not a canned software program. This software is customized to your needs. The APT vehicle license software is user friendly and is offered as a website or local based software program. Some highlights include:

1. Record maintenance – Edit, create new or delete a record.
2. Reporting – Unpaid or paid records. DMV purchased records or customized reports are available.
3. Data supported by – NCOA address hygiene, move out information, revenue recap and summarization information.

4. Delivery of Stickers to Purchasers

DRR also has the capability of mailing a copy of the document with or without an assigned sticker number to the purchaser with the correct number of purchased stickers. We also supply activity reports which include number of applications received by date and the number of stickers fulfilled by record and by date mailed. If there is an assigned sticker number DRR will update the record with that number. The following steps will be followed.

1. All stickers will be secured in a locked area.
2. A supervisor will audit the sticker numbers that are given to fulfillment personnel.
3. On the application, each assigned sticker number will be handwritten on each corresponding record line item.
4. That number will be data entered into the database along with the mailing fulfillment date.
5. Before each package is mailed the components of that package are checked by a supervisor.
6. On daily or a weekly basis a year-to-date transaction file will be emailed to the City.

5. Purchases by Mail, in Person or Remote Locations, Web etc.

Depending on the depth of the services that we would be contracted to perform, will determine how we would interact with these purchase options. All would be accommodated.

Mr. Stephen Earnhardt
May 24, 2013
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Postage

Postage funds must be received prior to mailing. Postage will be reconciled on each DRR production invoice. The invoice will show the beginning balance, postage used and ending balance.

We will guarantee that your mailing project will be sent out at the lowest possible 1st class postage rate. That rate is at the 5-digit automated presort. Currently each piece that qualifies for that rate will mail at \$0.36.

How we obtain the lowest possible rate is by utilizing National Change of Address Service (NCOA) and the current USPS CASS certified software. For an explanation of the NCOA service please see the bottom two paragraphs on page 3 of my proposal.

The mailing cost for a fulfillment package will be for quantities less than 500 pieces is \$0.46 and over 500 pieces at mixed AADC rate of \$0.414.

All mail will be dropped at the Oak Lawn post office.

Disaster Recovery Procedures

The print facility is located in Summit Illinois. In the event of a disaster the project would be mailed from DRR's Broadview Illinois facility. The mailing would take approximately 72 hours from the receipt of live data.

Data Security

Data Storage – Project data is backed up on site at the end of a cycle, ie., Annually, Monthly, etc., or for the life of the project.

Data Transmission – We provide two FTP servers:

1. Windows based server providing FTP, SFTP, FTPS, TFTP and HTTPS protocols. Server also supports security certificates, strong encryption with public/private keys, and IPv6.
 2. Dedicated FTP Samba based server appliance providing FTP, SFTP, FTPS protocols.
- HIPAA compliance requirements for file transfer are provided via our association with Medi-Host service.

Electronic File Security – In addition to the secure/insecure and physical/electronic method of data transference chosen, PGP public/private key encryption of files can be provided.

Hybrid physical/electronic security – The records of data files can be split into two or more files such that no entire record is contained within one file. The files are then transferred separately, encrypted if desired, and re-merged based on the record key at the destination.

Mr. Stephen Earnhardt
May 24, 2013
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Data Processing

- Convert one, or more, input files formatted in a fixed record length.
- Set up a laser printed Application Form.
- Merge multiple vehicles onto one document with the potential to add animals.
- Pass file through quality control program.
- Produce reports.
- NCOA service.
- Postal sort first class carrier route sort.

Personalization

- Laser print an 8 ½" x 3 ½" one part document

Lettershop

- Insert into a window envelope with a reply envelope and generic insert.
- Seal, and mail at a 1st class 5-digit automated sorted rate (\$0.36)

Reports

- customer input file dump report of each output field.
- Amount billed by vehicle type.
- Records retained, input and state DMV file (if applicable).
- Customer move-out of own report.
- Customer move to another address within village report.
- Quantity breakdowns.
- Postal breakdown.
- Input file detail report.
- Mailing file detail report (sorted alpha by name and address).
- Any other report suggested by customer.

Mr. Stephen Earnhardt
May 24, 2013
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Satisfied Customers include:

*Arlington Heights	*Libertyville	*Wilmette	*Evergreen Park
*Bartlett	*Roselle	*Winnetka	*Crystal Lake
*Elk Grove	*Schaumburg	*Northfield	*Lansing
*Flossmoor	*Glenwood	*Glencoe	*Glendale Heights

All of the above Municipalities have been satisfied with our service in the past. Listed below are contacts for just a few of these Municipalities. Please feel free to contact anyone of the above.

References

Village of Northfield
Mr. Steve Noble
Finance Director
(847) 784-3534

Cook County Department of Revenue
Ms. Joyce M. Steele
Operations Director
(312) 603-5721

Village of Winnetka
Mr. Ed McKee
Finance Director
(847) 501-6000

Quoted Print Component Specifications

Application Form

Quantity: 18,000
Size: 8 1/2" x 3 1/2"
Stock: 24 # White MOCR
Ink: 2/1 Black & PMS blue/gray

Outer Window Envelope

Quantity: 14,500
Size: #10 (with wrap around window)
Stock: 24# white wove
Ink: 1/0 PMS blue

Reply Envelope

Quantity: 15,000
Size: #9
Stock: 24# White wove
Ink: 1/0 PMS blue

Sticker Fulfillment Envelope

Quantity: 29,700 still in inventory
Size: 4" x 6" (with wrap around window)
Stock: 24# White wove
Ink: 1/0 PMS Blue

Mr. Stephen Earnhardt
 May 24, 2013
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112 Education Brochure

Quantity: 14,500
 Size: 8 1/2" x 3 2/3"
 Stock: 80# White Offset
 Ink: 2/1 Black & PMS blue / black

Itemized Printing Cost

Printing of Stickers

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
The cost below is based on ordering and producing all of the stickers at the same time.					
Total set up cost:	\$600	\$600	\$600	\$600	\$600
Vehicle sticker decals 26,000 @ \$0.101 each:	\$2,626	\$2,701	\$2,776	\$2,851	\$2,926
112 Education sticker decals: 2,000 @ \$0.541 each:	\$1,082	\$1,132	\$1,182	\$1,132	\$1,200
Shipping cost:	-0-	-0-	-0-	-0-	-0-

VSA Form Printing

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Alterations if needed to current forms:	\$200	\$200	\$200	\$200	\$200
Vehicle sticker applications 28,000 @ \$21.21/m	\$594	\$625	\$655	\$685	\$715
#9 reply envelopes 15,000 @ \$27.50/m	\$413	\$413	\$433	\$455	\$455
#10 mailing envelopes 14,500 @ \$86.25/m	\$1,250	\$1,261	\$1,271	\$1,281	\$1,291
112 Education brochure 14,500 @ \$49.95/m	\$724	\$730	\$740	\$750	\$760
4" x 6" Sticker fulfillment envelopes (29,700 still in inventory)	-0-	-0-	-0-	-0-	\$900
Overall shipping cost:	\$277	\$282	\$287	\$290	\$295

Data Processing & Laser Personalization

This includes: File conversions, postal sorting, NCOA, data file field quality control process, all reports, proofs, sign-off samples and laser printing of applications.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Total cost:	\$3,928	\$3,928	\$3,928	\$3,928	\$3,928
Shipping from laser house to lettershop:	\$100	\$100	\$100	\$100	\$100
Output file of the mailing data base:	\$150	\$150	\$150	\$150	\$150
State file merge/purge processing (Only If Needed)	\$700	\$700	\$700	\$700	\$700

Lettershop

This includes: Gathering records and inserting applications into a window envelope with a 211 Education brochure and a reply envelope.

Total cost:	\$1,503	\$1,503	\$1,503	\$1,503	\$1,503
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Mr. Stephen Earnhardt
May 24, 2013
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Terms and Conditions

*Costs are based on quantities listed. Variances if more than 10% above the highest 10% below the lowest quantity will cause prices to be adjusted accordingly.

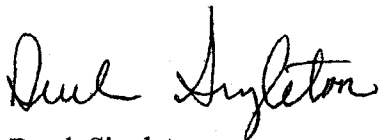
*Postage funds are due seven days prior to your mailing date and should be made payable to: The Direct Response Resource, Inc.

*Any postage not used will be indicated on your job invoice along with the applicable supporting postal receipts and will be credited.

*We will require full payment of all services in 30 days from mail date.

*The above costs are good for 120 days and could be locked in with a signed contract.

Thank you for your consideration.



Derek Singleton
The Direct Response Resource, Inc.
847 797-1802

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF April, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1630-15287OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$149,875.25

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not Required

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

Date